

HELM-PACIFIC LEASING
JOINT VENTURE

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

VIA AIR COURIER

March 2, 1993

RECORDATION NO. 17439-C FILED 1425

MAR 3 1993 2:50 PM

INTERSTATE COMMERCE COMMISSION

Ms. Mildred Lee
Recordations Unit
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, DC 20423

RE: First Amended and Restated Lease of Railroad Equipment dated as of November 21, 1990 ("Lease") between Helm-Pacific Leasing and Tennsv, Inc.

Dear Ms. Lee:

On behalf of Helm-Pacific Leasing, I submit for filing and recording, under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder the following document:

Two (2) fully executed originals of Amendment No. 3 dated October 21, 1992 to the Lease ("Amendment No. 3") between Helm-Pacific Leasing and Tennsv, Inc.

In connection with the recording of Amendment No. 3, please note the following information:

Name and Address of Lessor: Helm-Pacific Leasing
c/o Helm Financial Corporation
One Embarcadero Center, Suite 3500
San Francisco, CA 94111

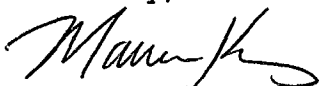
Name and Address of Lessee: Tennsv, Inc.
2500 South Broadway, Suite 250
Edmond, Oklahoma 73013

Equipment: Sixty (60) XL Boxcars (See Schedule A. for Car Numbers)

Previous ICC Filing: Lease filed on July 16, 1991, Recordation No. 17439.

Please file Amendment No. 3 under the next available recordation number. The filing fee of sixteen dollars (\$16.00) is enclosed.

Sincerely,



Maureen Krieg
Contracts Administrator

.mek

Enclosures (2)

Interstate Commerce Commission

Washington, D.C. 20423

3/4/93

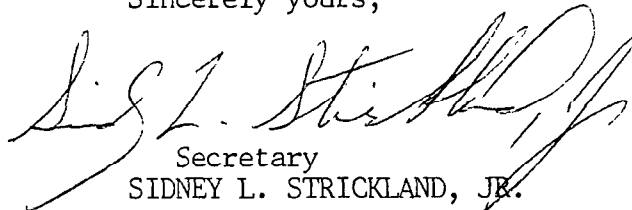
OFFICE OF THE SECRETARY

Maureen Krieg
Contract administrator
Helm Financial Corporation
One Embarcadero Center
San Francisco, Calif. 94111

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **3/3/93** at **2:50pm**, and assigned recordation number(s). **18147,17710-C & 17783-A 17439-C**

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

MAR 5 1993 2:50 PM

AMENDMENT NO. 3

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 3 (the "**Amendment**") to the First Amended and Restated Lease of Railroad Equipment dated as of November 21, 1990, as amended (the "**Lease**"), between **HELM-PACIFIC LEASING** ("**Lessor**") and **TENNSV, INC.** ("**Lessee**"), is made as of October 21, 1992 between Lessor and Lessee.

R E C I T A L S :

- A.** Lessor and Lessee are parties to the Lease pursuant to which sixty (60), 60 foot, 100-ton, XL boxcars bearing the reporting marks and numbers TSVX 100-159 (the "**Unit(s)**") were leased by Lessor to Lessee.
- B.** Lessor and Lessee desire for Lessor to grant Lessee a two (2) month moratorium with respect to the Rent for the Units, for Lessor to prorate the Rent due for the Units during such moratorium period over a twenty-four (24) month period ("**Prorated Rent**"), and for Lessee to pay such Prorated Rent.
- C.** Lessor and Lessee desire that the term of the Lease for the Units and the term of the Lease of Railroad Equipment dated as of November 7, 1991, as amended ("**1991 Lease**"), between Lessor and Lessee for the seventy-seven (77) XL boxcars covered under the 1991 Lease, expire simultaneously.
- D.** The parties desire to add _____ months to the term of the Lease for the Units.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree to amend the Lease as follows:

- 1.** All terms defined in the Lease shall have the meanings defined therein when used in this Amendment.
- 2.** This Amendment shall become effective on the date of its full execution by both parties.
- 3.** The Fixed Term of the Lease for the Units shall expire _____ years from the average date of delivery for the Units and the seventy-seven (77) boxcars bearing the reporting marks and numbers TSVX 160-186, 189, 300-348 covered under the 1991 Lease.

Retroactive to September 1, 1992 and continuing through October 31, 1992 ("**Rent Moratorium Period**"), Lessor shall grant Lessee a moratorium with respect to the Rent for the Units.

5. Commencing January 1, 1993 and continuing through December 31, 1994, Lessee shall pay to Lessor an amount equal to _____ per month for the Prorated Rent due for the Units for the Rent Moratorium Period.
6. The Casualty Schedule attached to the Lease as Annex B is hereby replaced by Annex B.1. attached hereto, and wherever Annex B appears in the Lease it shall be Annex B.1.
7. In Section 21 of the Lease, Lessee's address is replaced by the following:

If to the Lessee: Tenssv, Inc.
 2500 South Broadway, Suite 250
 Edmond, OK 73013
 ATTN: Mr. John Pitts, President

8. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
9. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS THEREOF, each party, pursuant to due corporate authority, has caused this Amendment to be executed by its authorized representative, and each of the undersigned hereto declare that the foregoing is true and correct and was executed on the date indicated below its signature.

HELM-PACIFIC LEASING
By: Helm Pacific Corporation
its Joint Venturer

* By: [Signature]
Title: President
Date: February 22, 1993

TENNSV, INC.

By: Rena J. Diminos
Title: Vice President
Date: 11/4/92

By: Union Pacific Venture
Leasing Incorporated
its Joint Venturer

By: D. Chandler Lewis
Title: President - UPL
Date: 2-4-93

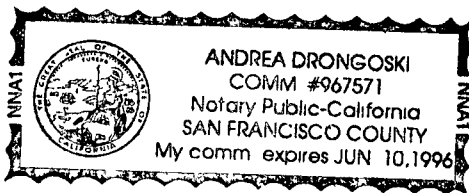
STATE OF CALIFORNIA)
) S
COUNTY OF SAN FRANCISCO)

On this 22 day of February, ¹⁹⁹³1992, before me personally appeared Richard C. Kirchner, to me personally known, who, being by me duly sworn, says that he is President of **HELM PACIFIC CORPORATION**, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation as a joint venture partner of Helm-Pacific Leasing.

Andrea Drongoski
Notary Public

My Commission Expires: 6/10/96

[Notarial Seal]



STATE OF NEBRASKA)
) S
COUNTY OF DOUGLAS)

On this 9 day of February, 1993, before me personally appears D. Chandler Davis, to me personally known, who being by me duly sworn says that he is a _____ of **UNION PACIFIC VENTURE LEASING INCORPORATED**, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation as a joint venture partner of Helm-Pacific Leasing.

Ruth A. Howard
Notary Public

My Commission Expires: 11/5/96



STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) §

On this 4th day of November, 1992, before me personally appeared Boyd Simmons, to me personally known, who, being by me duly sworn, says that he is Vice President of TENNSV, INC., that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires: 6-21-95

[Notarial Seal]

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On February, 1993, before me, Andrea Drongoski
personally appeared Richard C. Kirchner, President of **HELM PACIFIC CORPORATION**,

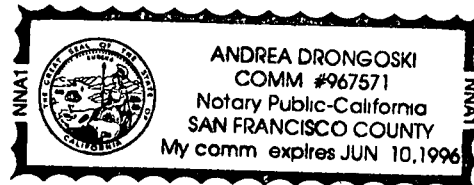
X personally known to me -OR-

— proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Andrea Drongoski

SIGNATURE OF THE NOTARY



ANNEX B.1.

CASUALTY SCHEDULE

Month

Casualty Payment